

Effective: July 1, 1987, to
June 30, 1990

Board Approved: December 8, 1987

AGREEMENT BETWEEN BRIDGETON BOARD OF EDUCATION and
TEAMSTERS LOCAL 676

This Memorandum of Agreement between the BRIDGETON BOARD OF EDUCATION, Bridgeton, New Jersey, and TEAMSTERS LOCAL 676, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of the maintenance employees of the Bridgeton Public School District, represents the complete agreement between the parties:

1. Maintenance employees will receive compensation in the following manner for the contract period July 1, 1987, through June 30, 1990, (3 years):
 - (a) For the contract year July 1, 1987, through June 30, 1988, (first year), maintenance personnel will be paid as follows:

	<u>1987-19BB</u>
1. Phil Jimison	\$20,495.00
2. Frank Lewis	20,325.00
3. John Shimp	20,325.00
4. Mike Perekwiznyk	21,000.00
5. Alfred Stretch	21,000.00
6. Henry Watson	21,000.00
7. William Hill	21,000.00

- (b) For the contract year July 1, 1988, through June 30, 1989, (second year), maintenance personnel will be paid at an hourly rate of \$10.70 per hour calculated on a base of 2,080 hours per year.

(c) For the contract year July 1, 1989, through June 30, 1990, (third year), maintenance personnel will be paid at an hourly rate of \$11.49 per hour calculated on a base of 2,080 hours per year.

(d) Individuals hired as maintenance personnel and classified as "new hire" will be paid according to the following schedule, which will be based on the anniversary date of the "new hire" as well as on Base Salary:

80% of Base Salary as of appointment date

85% of Base Salary as of six (6) months employment

90% of Base Salary as of twelve (12) months employment

95% of Base Salary as of eighteen (18) months employment

100% of Base Salary as of two (2) years employment

2. Time and one-half will be paid for all overtime after an eight (8) hour day or forty (40) hour week, but such overtime payment will not pyramid. Double time will be paid for all work performed on Sunday if forty (40) hours, exclusive of overtime, has been worked during the regular work week.

3. The Board recognizes the principle of seniority and shall give preference in the case of promotional opportunities to positions other than that of Building Supervisor and Night Supervisor, layoffs, preferred assignments and extra compensation duties to the senior employee who has the ability to meet the qualifications established by the Board. The Board reserves to itself solely the right to set

hiring standards, to hire, to establish criteria for the various positions and to have qualifications considered in the selection of personnel for these positions.

4. The following grievance procedure will be established as Board Policy:

(a) Any employee who has a grievance, within ten (10) working days, may either first discuss it with the Supervisor of Buildings and Grounds or may bring the grievance to the attention of the Union and request representation in any discussions with the Supervisor.

(b) If the employee and/or the Union do not obtain a satisfactory resolution of the grievance with the Supervisor, the grievance, within ten (10) working days, shall be put in writing and sent to the Business Manager who shall, within a reasonable time after the receipt of the grievance, meet with the aggrieved employee and a representative of the Union and within three (3) working days thereafter, submit a written decision to the Union and the aggrieved employee.

(c) If the employee and the Union are dissatisfied with the decision of the Business Manager, they may appeal to the Superintendent. Such appeal shall be in writing, shall state the nature of the grievance and the adjustment requested, and shall be filed with the Secretary of the Board within ten (10) working days after receipt

of the Business Manager's reply. Within ten (10) working days after receipt of such appeal, the employee and representatives of the Union shall be afforded a meeting with the Superintendent. Within ten (10) working days after such meeting, the Superintendent shall advise the employee and the Union of its decision, which shall be in writing and shall contain the basis for the decision.

(d) If the employee and the Union are dissatisfied with the decision of the Superintendent, they may request within ten (10) working days after the Superintendent's reply, that the complete file be delivered to the Board. Within ten (10) working days after receipt of the file, the employee and representatives of the Union shall be afforded a hearing before the Board, or at the option of the Board, a committee composed of members of the Board. Within ten (10) working days after such meeting the Board shall advise the employee and the Union of its decision, which shall be in writing and shall contain the basis for that decision.

(e) In the event of a grievance involving discipline or discharge, the following will be the procedure followed within ten (10) working days after Step (c) of this Grievance Procedure:

(1) If the employee and the Union are dissatisfied with the decision of the Superintendent, they may request that the complete file be delivered to the Board.

(2) Within ten (10) working days after receipt of the file, the Board, or a committee composed of members of the Board, will afford a hearing to the employee and representatives of the Union.

(3) Either the Board or the Union may consult such advisers as they deem desirable and may have them present at the meeting to insure that such discharge or discipline is for just cause only.

(4) Within ten (10) working days after such meeting, the Board shall advise the employee and the Union of the decision, which shall be in writing and shall contain the basis for the decision.

(f) The Board and the Union shall be responsible for their own cost incurred under (e) above.

(g) If the Business Agent of the Union and the Board of Education cannot reach a satisfactory agreement, then the grievance shall be submitted to a designated arbitrator mutually agreed upon by both parties. If the parties cannot agree upon an arbitrator, then the matter shall be submitted to the New Jersey State Mediation Service for the selection of an arbitrator. The arbitrator shall render a decision within twenty-four (24) days.

After the closing of the hearing, the fee of the arbitrator shall be borne equally by the Union and the Employer.

5. The established Board policy concerning leave for death in immediate family, now extended to the teachers of the Bridgeton Public School District, will be extended to the maintenance employee.

6. The Board agrees to give three (3) weeks vacation with pay. After twenty-five (25) years of employment, the Board will give four

(4) weeks vacation with pay. Vacation may be taken at any time during the year except the Christmas and Easter school shutdown. No more than one (1) employee may take a vacation at the same time unless mutually agreed to. After three (3) months of probationary period, new employees will accrue one (1) day for each month worked. Days earned are to be taken during the regular vacation periods. If a holiday falls within the employee's vacation period, he shall receive an additional day's vacation.

7. Maintenance men shall receive vacation pay for the vacation period they are about to take on the last payroll immediately prior to their vacation.

8. The following are paid holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Day Before Christmas
	Martin Luther King's Birthday

(a) If any holiday as herein specified, falls on a Sunday, it will be celebrated on the following Monday. If Christmas falls on a Saturday, it will be celebrated on the preceding Friday.

9. Doctor's certificates after maintenance employees return from absence will only be required on the same basis that such certificates are required by other employees of the School Board. The requirement of doctor's certificates therefore shall be uniformly applied as to all employees of the School Board.

10. The School Board shall check off dues from the pay of those employees who sign appropriate authorization cards for such check off of dues. The deducted dues payments shall be sent to Teamsters Local Union No. 676, 1173 E. Landis Avenue, Vineland, New Jersey, 08360.

11. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Memorandum of Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by law, the courts or administrative interpretation as mandatory to be retained by the Board.

12. The Board agrees to pay the premium for Blue Cross and Blue Shield 14/20 Series, or equivalent plan, for all employees, for full family and for dependent coverage. The Board agrees to pay full Major Medical for full family and dependent coverage.

13. The Board agrees to pay full family Drug and Prescription Plan, (\$1.00 co-pay) for all maintenance men. Carrier to be named by Board.

(a) The Board shall provide a full family dental plan identified as New Jersey Dental Service Plan Number III, premium to be paid by the Board for all employees in the bargaining unit. Said plan shall provide the following:

1. 50/50 co-pay;
2. \$1000.00 maximum benefit for each family member per year;

3. Orthodontic coverage not to exceed a maximum of \$1000.00 per year.

14. The Board agrees to make available to all maintenance employees, through payroll deductions, a Group Disability Income Insurance Plan, providing accident and sickness coverage on a non-occupational basis. The full premium to be paid by the employee.

15. The Board agrees to provide one (1) set of foul weather gear to each individual employed in the Maintenance Department which will be stored in the maintenance office when not in use.

16. The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations:

- (a) to direct employees of the school district;
- (b) to hire, promote, transfer, assign, and retain employees in positions within the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
- (c) to relieve employees from duties because of the lack of work or for other legitimate reasons;
- (d) to maintain the efficiency of the school district operations entrusted to them;
- (e) to determine the methods, means and personnel by which such operations are to be conducted; and

(f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency, subject only to the provisions of this Memorandum of Agreement.

17. Upon retirement from the Bridgeton School District, a maintenance employee who has been employed for at least fifteen (15) years by the Bridgeton Board of Education shall be entitled to a payment for accumulated unused sick leave days at the rate of Ten (\$10.00) Dollars per day.

18. Representation Fee

(a) Purpose of Fee

If an employee does not become a member of the Association during any membership year, (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

(b) Amount of Fee

(1) Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. The

representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

(2) Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessment charged by the Association to its own members, and the representation fee shall be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

(c) Deduction and Transmission of Fee

(1) Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph (2) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

(2) Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

A. Ten (10) days after receipt of the aforesaid list by the Board; or

B. Thirty (30) days after the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

(3) Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.

(4) Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the trans-

mission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

(5) Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph (1) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

(6) New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

(d) Indemnification

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken by the employer in conformance with this provision.

19. This Agreement shall remain in full force and effect from July 1, 1987, through June 30, 1990.

20. Each employee shall be entitled to one (1) personal day non-accumulative, for a legal, business or family matter which requires the employees' absence during the employees' regular work hours. Written request for such leave must be made at least forty-eight (48) hours before the date requested to the school business administrator. Approval of the school business administrator for the personal day as well as the reasons given is required. Only those reasons stated above may be approved. Personal day leave may not be taken immediately preceding or following a holiday.

21. Future negotiations shall be governed by the rules and regulations promulgated by Public Employment Relations Commission.

Dated: _____

TEAMSTERS LOCAL UNION NO. 676
aff/w International Brotherhood of
Teamsters, Chauffeurs, Warehousemen
and Helpers of America

By Donald Grubey 2-5-74

BRIDGETON BOARD OF EDUCATION

By Helen M. Burger
Helen M. Burger, President